

**MOWING SPECIFICATIONS FOR GREENHILL AND CATHOLIC CEMETERY
CITY OF COLUMBIA CITY**

- 1. Sexton will oversee mowing. At any time there is a problem, the mowing crew is to report it to the Sexton or authorized City Representative.**
- 2. Mowing crew pays for any damage to foundations or head stones.**
- 3. Grass is to be cut anytime it reaches three (3) inches in height.**
- 4. Grass is not to be blown on headstones. If grass gets on stones, it is to be removed.**
- 5. At anytime grass becomes too heavy, it must be removed.**
- 6. Headstones are to be trimmed around as needed.**
- 7. Spraying around stones will be permitted at the bidders expense and no more than 1 ½” from the base of the stone.**
- 8. Cemetery MUST be mowed for Easter weekend and Memorial Day.**
- 9. City will open and close all graves and refill and do seeding of the grave**
- 10. Mowing crew furnishes all their own equipment including gas, trimmers, mowers, etc.**
- 11. All bids must list equipment to be used including size, year, etc.**
- 12. Payment to be made in 6 installments May, June, July, August, September and October.**
- 13. Approximate acreage of cemetery- 14 acres.**
- 14. Agreement will be signed upon acceptance (copy attached).**
- 15. Bidders shall show separate bids for one year or three year option.**
- 16. Bidders shall supply at least three (3) references including names and phone numbers of other customers you have done mowing for.**
- 17. Successful bidder must furnish proof of liability insurance in the amount of not less than \$300,000.00 per person and not less than \$1,000,000.00 per occurrence. Certification of Workman Compensation coverage also required.**
- 18. Bids should be in a sealed envelope and marked “Cemetery Mowing Bid”.**
- 19. City reserves the right to reject any and all bids and to award bid for a one-year or three-year contract.**
- 20. Successful bidder shall provide, as needed and with prior approval by City, mowing and trimming services for additional areas within the City limits at an agreed upon hourly charge.**
- 21. Successful bidder must file the “Indiana Legal Employment Declaration”**
- 22. Leaves will be removed in the fall as needed and requested by City.**

MOWING AGREEMENT

AGREEMENT, Made and entered into this ___ day of _____, 2016 by and between the City of Columbia City, Indiana, acting by and through its Board of Public Works (Owner) and _____ hereinafter referred to as "Contractor").

WHEREAS, Owner is the owner of the Greenhill Cemetery, consisting of approximately fourteen (14) acres more or less, located in Columbia City, Whitley County, Indiana (the "Cemetery"); and

WHEREAS, Contractor has proposed to provide mowing services for the Cemetery in accordance with written specifications, which specifications are incorporated herein as if fully set forth (the "Specifications"); and

WHEREAS, Contractor has agreed to provide such mowing and trimming services for the Cemetery for the calendar year ___2016, _____, _____, in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

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1. Contractor shall provide mowing and trimming services for the Cemetery for the mowing season for 2016, _____, _____
 2. Contractor shall mow and trim the Cemetery in accordance with the Specifications.
 3. Contractor shall provide all tools and equipment necessary or helpful to provide such mowing and trimming service.
 4. Contractor will provide Owner a certificate of liability insurance in the amount of not less than Three Hundred Thousand Dollars (\$300,000) per person and not less than One Million Dollars (\$1,000,000) per occurrence and a certificate of worker's compensation coverage, within three (3) weeks of the date of this agreement.
 5. Owner will pay Contractor for the mowing services provided herein, the total sum of (\$ _____ 2016 \$ _____ 20__ \$ _____ 20__) in six (6) equal installments commencing May 15, June 15, July 15, August 15, September 15 and October 15 until said compensation has been paid in full.
 6. Contractor and Owner agree that Contractor is providing services herein in the legal capacity as an independent contractor and is not an employee of the Owner. Without exception, Contractor shall be responsible for payment of all federal, state and local taxes arising from the compensation paid under this Agreement, including, by way of illustration but not limitation, federal and state income tax, social security taxes, unemployment insurance taxes and any other withholding, payroll or income taxes. Contractor shall have no claim against Owner hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
 7. This agreement, its terms, covenants, and conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Contractor shall provide, as needed and with prior approval by City, mowing and trimming services for additional areas within the City limits at an hourly charge of \$___/hour.
9. The Contract shall not be assigned and the Contractor shall not sublet any part of the services to be performed by the Contractor pursuant to this Contract without first obtaining written consent of the Owner to do so.
10. Owner, with or without cause, may terminate this Agreement at any time upon three (3) days' written notice to Contractor. In such an event, Contractor shall be paid pro-rata for services performed to the date of termination.
11. The Owner, its agents and employees, shall not be liable for any loss, damage, injuries, or other casualties whatsoever kind or by whomever caused to the person or property of anyone, including the Contractor, arising out of or resulting from this Contract or the performance of this Contract; and the Contractor, for itself, its successors and assigns, does hereby agree to indemnify and hold the Owner, its agents and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorney's fees incurred by or imposed by the Owner in connection therewith), for such loss, damage, injury or other casualty.
12. If the Contractor fails to perform the services as set forth in the Contract and Specifications, the Contractor shall forfeit payment for services not performed unless remedied to the satisfaction of the Owner or caused by an act of God.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

CITY OF COLUMBIA CITY, Acting by and through its
Board of Works

By _____
Walt Crowder, Member

By _____
Daniel Weigold

By _____
Ryan Daniel, Mayor

ATTEST:

Rosie Coyle, City Clerk Treasurer

CONTRACTOR